

**STATE OF WASHINGTON  
OFFICE OF SUPERINTENDENT OF PUBLIC INSTRUCTION  
OLYMPIA, WASHINGTON**

**REQUEST FOR PROPOSALS  
RFP NO. PESB 06**

*If you download this RFP from the Office of Superintendent of Public Instruction (OSPI) website located at <http://www.k12.wa.us/RFP> or the Professional Educator Standards Board (PESB) website located at <http://www.pesb.wa.gov>, you are responsible for sending your name, address, e-mail address, and telephone number to the RFP Coordinator so your organization will receive any RFP amendments or bidder questions/agency answers.*

**PROJECT TITLE: Washington Educator Skills Test - Endorsements (WEST-E)** The WEST-E is the subject knowledge assessments required of all applicants seeking endorsements for Washington state residency teaching certificates. In December of 2006, the consultant will begin the design and development. All exams must be implemented by September 1, 2008.

The WEST-E will be managed by the Washington State Professional Educator Standards (PESB). RCW 28A.410.220 authorizes the PESB to establish fees for the WEST-E paid directly to the contractor.

**LETTER OF INTENT TO PROPOSE DUE DATE: 3:00 p.m. (PDT), Tuesday, June 6, 2006**

**PROPOSAL DUE DATE: 3:00 p.m. (PDT), Friday, July 14, 2006**

**EXPECTED TIME PERIOD FOR CONTRACT:** Five years – December 2006 to December 2011. The Professional Educator Standards Board reserves the right, at its discretion, to extend the contract for up to three additional one-year periods.

**CONSULTANT ELIGIBILITY:** This procurement is open to those consultants who satisfy the desirable qualifications stated herein and that are available for work in Washington State.

**CONTENTS OF THE REQUEST FOR PROPOSALS:**

1. Introduction
2. General Information for Consultants
3. Proposal Contents
4. Evaluation and Award
5. Exhibits
  - A. Certifications and Assurances
  - B. Personal Service Contract with General Terms and Conditions

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# 1. INTRODUCTION

## 1.1 PURPOSE AND BACKGROUND

The Washington State Professional Educator Standards Board hereafter called "AGENCY," is initiating this Request for Proposals (RFP) from firms interested in participating in a project to: design, implement and administer valid, reliable and relevant WEST-E exams. The WEST-E exams will measure subject content knowledge only for all teacher certification endorsements as specified by the state of Washington in RCW 28A.410.220. The WEST-E exams will be well-aligned with the content knowledge required of teachers to be successful in teaching in their endorsement areas as defined by the Washington state EALRs, GLEs, and performance-based competencies (see <http://www.k12.wa.us>). The direction and authority for the design, implementation and administration of the WEST-E exams are set forth in RCW 28A.410.220, which also authorizes the Agency to establish fees for the WEST-E to be paid directly to the contractor. (see <http://www1.leg.wa.gov/LawsAndAgencyRules>).

## 1.2 OBJECTIVE

The contract for WEST-E subject content knowledge exams will encompass the design, development, implementation, operations maintenance and customer service for thirty-seven tests currently required, and those required in the future, for both practicing teachers and teacher candidates seeking endorsements in the content areas. These assessments must be aligned with the state standards including the EALRs, GLEs, and endorsement competencies.

As national and state content standards are revised or reformed, assessment alignment must be kept current. The intent is to achieve a high level of alignment between state standards and the WEST-E assessments. Proposals to develop and/or implement tests for any or all of the endorsement areas will be considered. The AGENCY may select or reject proposals for specific tests within a bidder's response to this RFP. Bidders are encouraged to propose the most cost effective means to meet the needs of the state. The current thirty-seven test areas include:

- Agricultural Education
- Bilingual Education
- Business Education
- Deaf Education
- Designated Arts
  - Dance
  - Drama
  - Music:
  - Choral
  - General
  - Instrumental
  - Visual Arts
- Designated Science
  - Biology
  - Chemistry
  - Earth Science
  - Physics
- Designated World Languages

- French
- German
- Spanish
- Others to include Chinese, Japanese, Latin, Norwegian, Russian, Swedish
- Early Childhood Education
- Early Childhood Special Education
- Elementary Education
  - To include: Reading, Writing, Speaking, Listening, Viewing, Listening, Mathematics, Science, Social Studies (History Geography, Civics, Economics), Health/Fitness, The Arts
- English Language Arts
- English as a Second Language
- Family & Consumer Sciences
- Health and Fitness
- History
- Library Media
- Marketing Education
- Mathematics
- Middle Level:
  - Humanities
  - Math & Science
- Reading/Literacy
- Social Studies
- Science
- Special Education
- Technology Education
- Traffic Safety

### **1.3 DESIRABLE QUALIFICATIONS**

The Consultant must be licensed to do business in the state of Washington. It is desirable that the Consultant have a minimum of 5 years experience in designing, implementing and administering valid, reliable and relevant teacher licensure tests that are specifically aligned with state standards.

### **1.4 PERIOD OF PERFORMANCE**

Five years from December 2006 to December 2011. The Professional Educator Standards Board reserves the right at its discretion, to extend the contract for up to three additional one-year periods.

### **1.5 DEFINITIONS**

Definitions for the purposes of this RFP include:

**Agency** – Professional Educator Standards Board (PESB) is the agency of the state of Washington that is issuing this RFP. The PESB is located in the Office of Superintendent of Public Instruction (OSPI) for administrative purposes only. OSPI, through its management of the PESB's fiscal operations, will initiate and record the contract.

**Consultant** – Individual or company submitting a proposal in order to attain a contract with the AGENCY.

**Contractor** – Individual or company whose proposal has been accepted by the AGENCY and is awarded a fully executed, written contract.

**Proposal** – A formal offer submitted in response to this solicitation.

**Request for Proposals (RFP)** – Formal procurement document in which a service or need is identified but no specific method to achieve it has been chosen. The purpose of an RFP is to permit the consultant community to suggest various approaches to meet the need at a given price.

**Essential Academic Learning Requirements (EALRS) and K-12 Grade Level Expectations (GLEs)** – The specific skills, knowledge and understandings of the students in the state of Washington required to achieve in the classroom in order to meet the goals of Washington's common schools. (Found at <http://www.k12.wa.us/ealrs/default.aspx>)

**Endorsement Competencies** – Performance-based standards used by the institutions of higher education to develop teacher preparation programs for specific content area endorsements.

## 1.6 ADA

The AGENCY complies with the Americans with Disabilities Act (ADA). Consultants may contact the RFP Coordinator to receive this Request for Proposals in Braille or on tape.

## 2. GENERAL INFORMATION FOR CONSULTANTS

### 2.1. RFP COORDINATOR

The RFP Coordinator is the sole point of contact in the AGENCY for this procurement. All communication between the Consultant and the AGENCY upon receipt of this RFP shall be with the RFP Coordinator, as follows:

|                       |  |
|-----------------------|--|
| Name                  | Esther Baker, PESB Program Director, Teacher Assessments |
| Address               | 600 Washington Street S                                  |
| City, State, Zip Code | Olympia, WA 98504  |
| Phone Number          | (360) 725-6277   |
| Fax Number            | (360) 586-4548   |
| E-Mail Address        | ebaker@ospi.wednet.edu                                   |

Any other communication will be considered unofficial and non-binding on the AGENCY. Consultants are to rely on written statements issued by the RFP Coordinator. Communication directed to parties other than the RFP Coordinator may result in disqualification of the Consultant.

### 2.2. ESTIMATED SCHEDULE OF PROCUREMENT ACTIVITIES

|  |         |
|--|---------|
| Issue Request for Proposals                      | 5/30/06 |
| Letter of Intent to Propose due                  | 6/6/06  |
| Hold pre-proposal conference                     | 6/13/06 |
| Last date for questions regarding RFP (optional) | 7/7/06  |

|   |               |
|---|---------------|
| Proposals due   | 7/14/06       |
| Inform PESB of list of consultants  | 7/20-21/06    |
| Evaluate proposals  | 8/1/06-9/1/06 |
| Hold oral presentations with finalists  | 9/20/06       |
| Announce "Apparent Successful Consultant" and send notification via fax or e-mail to unsuccessful consultants | 9/21/06       |
| Hold debriefing conferences (if requested)  | 9/26-27/06    |
| Negotiate contract  | 10/06         |
| Successful consultant present revised work plan, if necessary   | 11/06         |
| Begin contract work   | 12/06         |
| Implement tests   | 9/08          |

The AGENCY reserves the right to revise the above schedule.

### **2.3. PRE-PROPOSAL CONFERENCE**

A pre-proposal conference is scheduled to be held on June 13, 2006 at 11 a.m. PDT at 600 Washington Street South, Olympia, Washington. All prospective consultants should attend; however, attendance is not mandatory. Written questions may be submitted in advance to the RFP Coordinator. The AGENCY shall be bound only to written answers to questions. Any oral responses given at the pre-proposal conference shall be considered unofficial.

Questions arising at the pre-proposal conference or in subsequent communication with the RFP Coordinator will be documented and answered in written form. A copy of the questions and answers in the form of an Addendum to the RFP will be sent to each prospective consultant, who received the RFP or made the RFP Coordinator aware of its interest in this procurement.

### **2.4. SUBMISSION OF PROPOSALS**

Proposals may be submitted in hard copy. Proposals may not be transmitted via facsimile.

When submitting the proposal in hard copy, the following information is applicable. Consultants are required to submit ten (10) copies of their proposal. One (1) copy must have original signatures with consultant letterhead. Nine (9) copies must be without consultant letterhead or any other identifying information and can have photocopies signatures. The proposal, whether mailed or hand delivered, must be received by the AGENCY no later than 4:30 p.m. PDT in Olympia, Washington, on July 14, 2006. The proposal is to be sent to the RFP Coordinator at the address noted in Section 2.1. The envelope should be clearly marked to the attention of the Esther Baker, who is the agency's sole point of contact for this procurement.

Consultants mailing proposals should allow normal mail delivery time to ensure timely receipt of their proposals by the RFP Coordinator. Consultants hand delivering proposals should allow time for traffic congestion. Consultants assume the risk for the method of delivery chosen. The AGENCY assumes no responsibility for delays caused by any delivery service.

Late proposals will not be accepted and will be automatically disqualified from further consideration. The proposals must respond to the procurement requirements. Do not respond by referring to material presented elsewhere. The proposal must be complete and must stand on its own merits.

Failure to respond to any portion of the procurement document may result in rejection of the proposal as non-responsive. All proposals and any accompanying documentation become the property of the AGENCY and will not be returned.

### **2.5. PROPRIETARY INFORMATION/PUBLIC DISCLOSURE**

Materials submitted in response to this competitive procurement shall become the property of the AGENCY.

All proposals received shall remain confidential **to the extent permitted by law**, until the contract, if any, resulting from this RFP, is signed by the OSPI designee and the apparent

successful Consultant. Thereafter, the proposals shall be deemed public records as defined in RCW 42.17.250 to 42.17.340, "Public Records."

Any information in the proposal that the Consultant desires to claim as proprietary and exempt from disclosure under the provisions of RCW 42.17.250 to 42.17.340 must be clearly designated. The page must be identified and the particular exception from disclosure upon which the Consultant is making the claim. Each page claimed to be exempt from disclosure must be clearly identified by the word "Confidential" printed on the lower right hand corner of the page.

The AGENCY will consider a Consultant's request for exemption from disclosure; however, the AGENCY will make a decision predicated upon Chapter 42.17 RCW and Chapter 143-06 of the Washington Administrative Code. Marking the entire proposal exempt from disclosure will not be honored. The Consultant must be reasonable in designating information as confidential. If any information is marked as proprietary in the proposal, such information will not be made available until the affected consultant has been given an opportunity to seek a court injunction against the requested disclosure.

A charge will be made for copying and shipping, as outlined in RCW 42.17.300. No fee shall be charged for inspection of contract files, but twenty-four (24) hours notice to the RFP Coordinator is required. All requests for information should be directed to the RFP Coordinator.

## **2.6. REVISIONS TO THE RFP**

In the event it becomes necessary to revise any part of this RFP, addenda will be provided via e-mail or in hardcopy to all who were sent the RFP.

In the event it becomes necessary to revise any part of this RFP, addenda will be published on the AGENCY web site, as follows: <http://www.k12.wa.us/RFP> and mailed to those who responded with a Letter of Intent to Propose. For this purpose, the published questions and answers from the pre-proposal conference, the published bidder question/agency answers, and any other pertinent information shall be considered an addendum to the RFP and also placed on the web site.

It will be the responsibility of interested vendors to check the website periodically to RFP addenda and updates. For this purpose, the published bidder questions/agency answers and any other pertinent information shall be considered an addendum to the RFP and also placed on the website.

If you downloaded this RFP from the AGENCY website located at <http://www.k12.wa.us/RFP>, you are responsible for sending your name, address, e-mail address and telephone number to the RFP Coordinator in order for your organization to receive any RFP amendments or bidder questions/agency answers.

The AGENCY also reserves the right to cancel or to reissue the RFP in whole or in part, prior to execution of a contract.

## **2.7. MINORITY & WOMEN-OWNED BUSINESS PARTICIPATION**

In accordance with the legislative findings and policies set forth in Chapter 39.19 RCW, the state of Washington encourages participation in all of its contracts by firms certified by the Office of Minority and Women's Business Enterprises (OMWBE). Participation may be either on a direct basis in response to this solicitation or on a subconsultant basis. However, no preference will be included in the evaluation of proposals, no minimum level of MWBE participation shall be required as a condition for receiving an award, and proposals will not be rejected or considered non-responsive on that basis. Any affirmative action requirements set forth in federal regulations or statutes included or referenced in the contract documents will apply.

The established annual procurement participation goals for MBE are 10 percent and for WBE, 4 percent, for this type of project. These goals are voluntary. Bidders may contact OMWBE at 360/753-9693 to obtain information on certified firms.

## **2.8.ACCEPTANCE PERIOD**

Proposals must provide 60 days for acceptance by AGENCY from the due date for receipt of proposals.

## **2.9.RESPONSIVENESS**

All proposals will be reviewed by the RFP Coordinator to determine compliance with administrative requirements and instructions specified in this RFP. The Consultant is specifically notified that failure to comply with any part of the RFP may result in rejection of the proposal as non-responsive.

The AGENCY also reserves the right, however, at its sole discretion to waive minor administrative irregularities.

## **2.10. MOST FAVORABLE TERMS**

The AGENCY reserves the right to make an award without further discussion of the proposal submitted. Therefore, the proposal should be submitted initially on the most favorable terms that the Consultant can propose. There will be no best and final offer procedure. The AGENCY does reserve the right to contact a Consultant for clarification of its proposal during the evaluation process. In addition, if the Consultant is selected as the apparent successful consultant, the AGENCY reserves the right to enter into contract negotiations with the apparent successful consultant, which may include discussion regarding the terms of the proposal. Contract negotiations may result in incorporation of some or all of the Consultants' proposals. The Consultant should be prepared to accept this RFP for incorporation into a contract resulting from this RFP. It is also understood that the proposal will become part of the official procurement file.

## **2.11. CONTRACT AND GENERAL TERMS & CONDITIONS**

The apparent successful consultant will be expected to enter into a contract that is substantially the same as the sample contract and its general terms and conditions attached as Exhibit B. In no event is a Consultant to submit its own standard contract terms and conditions in response to this solicitation. The Consultant may submit exceptions as allowed in the Certifications and Assurances section, Exhibit A to this solicitation. The AGENCY will review requested exceptions and accept or reject the same at its sole discretion.

## **2.12. COSTS TO PROPOSE**

The AGENCY will not be liable for any costs incurred by the Consultant in preparation of a proposal submitted in response to this RFP, in conduct of a presentation, or any other activities related to responding to this RFP.

## **2.13. NO OBLIGATION TO CONTRACT**

This RFP does not obligate the state of Washington or the AGENCY to contract for services specified herein.

## **2.14. REJECTION OF PROPOSALS**

The AGENCY reserves the right at its sole discretion to reject any and all proposals received without penalty and not to issue a contract as a result of this RFP.

## **2.15. COMMITMENT OF FUNDS**

RCW. 28A.410.220 authorizes the Agency to establish fees for the WEST-E to be paid directly to the contractor. Such fees shall be reasonably related to the actual cost of the contractor in providing the assessment. The Consultant shall propose a fee schedule for the WEST-E and provide a detail description of cost to support the legal requirements to be "...reasonably related to the actual cost...." The Consultant shall also describe the relationship between these fees and major assumptions including annual number of examinees, numbers of testing sessions per



year, number of testing sites. The Agency desires proposals that include provisions to offer reduced fees or vouchers to examinees who need financial assistance. Proposals will include provisions for reduced fees or vouchers.

## **2.16. INSURANCE COVERAGE**

The Consultant is to furnish the Agency with a certificate(s) of insurance executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth below.

The Consultant shall, at its own expense, obtain and keep in force insurance coverage that shall be maintained in full force and effect during the term of the contract. The Consultant shall furnish evidence in the form of a Certificate of Insurance that insurance shall be provided, and a copy shall be forwarded to the Agency within fifteen (15) days of the contract effective date.

### **2.16.1. Liability Insurance**

Commercial General Liability Insurance: Consultant shall maintain general liability (CGL) insurance and, if necessary, commercial umbrella insurance, with a limit of not less than \$1,000,000 per each occurrence. If CGL insurance contains aggregate limits, the General Aggregate limit shall be at least twice the "each occurrence" limit. CGL insurance shall have products-completed operations aggregate limit of at least two times the "each occurrence" limit. CGL insurance shall be written on ISO occurrence form CG 00 01 (or a substitute form providing equivalent coverage). All insurance shall cover liability assumed under an insured contract (including the tort liability of another assumed in a business contract), and contain separation of insured's (cross liability) condition.

Additionally, the Consultant is responsible for ensuring that any subconsultants provide adequate insurance coverage for the activities arising out of subcontracts. Business Auto Policy: As applicable, the Consultant shall maintain business auto liability and, if necessary, commercial umbrella liability insurance with a limit not less than \$1,000,000 per accident. Such insurance shall cover liability arising out of "Any Auto." Business auto coverage shall be written on ISO form CA 00 01, 1990 or later edition, or substitute liability form providing equivalent coverage.

### **2.16.2. Employers Liability ("Stop Gap") Insurance**

In addition, the Consultant shall buy employers liability insurance and, if necessary, commercial umbrella liability insurance with limits not less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease.

### **2.16.3. Additional Provisions**

Above insurance policy shall include the following provisions:

**Additional Insured.** The state of Washington, AGENCY, its elected and appointed officials, agents and employees shall be named as an additional insured on all general liability, excess, umbrella and property insurance policies. All insurance provided in compliance with this contract shall be primary as to any other insurance or self-insurance programs afforded to or maintained by the State.

**Cancellation.** State of Washington, PESB, shall be provided written notice before cancellation or non-renewal of any insurance referred to therein, in accord with the following specifications. Insurers subject to 48.18 RCW (Admitted and Regulation by the Insurance Commissioner): The insurer shall give the State 45 days advance notice of cancellation or non-renewal. If cancellation is due to non-payment of premium, the State shall be given 10 days advance notice of cancellation. Insurers subject to 48.15 RCW (Surplus lines): The State shall be given 20 days advance notice of cancellation. If cancellation is due to non-payment of premium, the State shall be given 10 days advance notice of cancellation.

**Identification.** Policy must reference the State's contract number and the agency name.

**Insurance Carrier Rating.** All insurance and bonds should be issued by companies admitted to do business within the state of Washington and have a rating of A-, Class VII or better in the most recently published edition of Best's Reports. Any exception shall be reviewed and approved by [Agency Name] Risk Manager, or the Risk Manager for the state of Washington, before the contract is accepted or work may begin. If an insurer is not admitted, all insurance policies and procedures for issuing the insurance policies must comply with Chapter 48.15 RCW and 284-15 WAC.

**Excess Coverage.** By requiring insurance herein, the State does not represent that coverage and limits will be adequate to protect Consultant, and such coverage and limits shall not limit Consultant's liability under the indemnities and reimbursements granted to the State in this contract.

#### **2.16.4. Worker's Compensation Coverage**

The Consultant will at all times comply with all applicable workers' compensation, occupational disease, and occupational health and safety laws, statutes, and regulations to the full extent applicable. The State will not be held responsive in any way for claims filed by the Consultant or their employees for services performed under the terms of this contract.

### **3. PROPOSAL CONTENTS**

Proposals must be submitted on eight and one-half by eleven (8 1/2 x 11) inch paper with tabs separating the major sections of the proposal. The five major sections of the proposal are to be submitted in the order noted below:

1. Signed or Certified Letter of Submittal, including signed Certifications and Assurances (Exhibit A to this RFP).
2. Technical Proposal.
3. Management Proposal.
4. Cost Proposal.
5. References

Proposals must provide information in the same order as presented in this document with the same headings. This will not only be helpful to the evaluators of the proposal, but should assist the Consultant in preparing a thorough response.

Items in this section marked "mandatory" must be included as part of the proposal for the proposal to be considered responsive; however, these items are not scored. Items marked "scored" are those that are awarded points as part of the evaluation conducted by the evaluation team.

#### **3.1 LETTER OF SUBMITTAL (MANDATORY)**

The Letter of Submittal and the attached Certifications and Assurances form (Exhibit A to this RFP) must be signed and dated by a person authorized to legally bind the Consultant to a contractual relationship, e.g., the President or Executive Director if a corporation, the managing partner if a partnership, or the proprietor if a sole proprietorship. Along with introductory remarks, the Letter of Submittal is to include by attachment the following information about the Consultant and any proposed subconsultants:

1. Name, address, principal place of business, telephone number, and fax number/e-mail address of legal entity or individual with whom contract would be written.
2. Name, address, and telephone number of each principal officer (President, Vice President, Treasurer, Chairperson of the Board of Directors, etc.).

3. Legal status of the Consultant (sole proprietorship, partnership, corporation, etc.) and the year the entity was organized to do business as the entity now substantially exists.
4. Federal Employer Tax Identification number or Social Security number and the Washington Uniform Business Identification (UBI) number issued by the state of Washington Department of Revenue.
5. Location of the facility from which the Consultant would operate.
6. Identify any State employees or former State employees employed or on the firm's governing board as of the date of the proposal. Include their position and responsibilities within the Consultant's organization. If following a review of this information, it is determined by the AGENCY that a conflict of interest exists, the Consultant may be disqualified from further consideration for the award of a contract.

### **3.2 TECHNICAL PROPOSAL (SCORED/MANDATORY)**

The scope of the WEST-E project includes the components outlined below in 3.2.1 through 3.2.12. Section 3.2.13 contains optional alternative proposals. The Technical Proposal must contain a comprehensive description of services including the following elements:

- A. Project Approach/Methodology** – Include a complete description of the Consultant's proposed approach and methodology for the project. This section should convey the Consultant's understanding of the proposed project.
- B. Work Plan** – Include all project requirements and the proposed tasks, services, activities necessary to accomplish the scope of the project defined in this RFP. Provide sufficient detail to convey to members of the evaluation team the Consultant's knowledge of the subjects and skills necessary to successfully complete the project. Include any required involvement of AGENCY staff. The Consultant may also present any creative approaches that might be appropriate and may provide any pertinent supporting documentation.
- C. Project Schedule** – Include a project schedule indicating when the elements of the work will be completed and when deliverables, if any, will be provided.
- D. Deliverables** – Fully describe deliverables to be submitted under the proposed contract.
- E. Outcomes and Performance Measurement** – Describe the impacts/outcomes the consultants propose to achieve as a result of the delivery of these services including how these outcomes would be monitored, measured and reported to the state agency.
- F. Risks** -The consultant will address potential risks associated with this contract. Examples include:

#### **Overall Risk**

Define risks you identify as being significant to the success of the project. Include how you would propose to effectively monitor and manage these risks, including reporting of risks to the agency's contract manager.

#### **Specific Risks**

- Outline a proposal for minimizing staff turnover and its impact on the agency's contract management staff.
- Provide a business continuation plan that illustrates how you will monitor and manage through times of labor disruption, loss of facility and/or key staff/personnel.

The technical proposal must specifically address the following components:

### **3.2.1 DESIGN**

**3.2.1.1** The assessments must measure subject content knowledge only as specified in RCW 28A.410.220 (2)

- 3.2.1.2 The assessment design will be appropriate to ensure that teachers are able to demonstrate competency in the subject knowledge of their area of endorsement.
- 3.2.1.3 The assessments will be aligned with the subject knowledge elements of the Washington Endorsement Competencies, and consistent with the Washington Essential Academic Learning Requirements (EALRs), the Grade Level Expectations (GLEs).
- 3.2.1.4 The consultant will convene a four- to five-member national Technical Advisory Committee (TAC) to advise the AGENCY on the design, development and implementation of the assessments. The AGENCY or its designee will approve the membership of the TAC, which will meet a minimum of one day per year to a maximum of 4 days per year throughout the contract period. The consultant shall be responsible for all of the expenses related to the TAC meetings including consulting fees, meeting room, travel, lodging, meals, and materials.
- 3.2.2 Development**
  - 3.2.2.1 The consultant will follow the Standards for Education and Psychological Tests (AERA/APA/NCME) for test construction, evaluation, documentation, fairness and applications.
  - 3.2.2.2 The consultant will recruit and convene advisory groups to review the test items to ensure that the content is relevant and necessary for Washington teachers to perform their duties and that the items are fair for all groups of examinees. The content advisory committees will be composed of 10-15 members. The fairness committee will be composed of 20-25 members. The AGENCY or its designee will approve the membership of all advisory groups. The consultant will be responsible for all costs associated with the meetings and activities of the aforementioned groups.
  - 3.2.2.3 The advisory groups will include appropriate representation from higher and K-12 educators. The consultant will be responsible for all recruitment, arrangements and presentations involving the advisory groups.
- 3.2.3 Implementation**
  - 3.2.3.1 The consultant will conduct pilot testing, establish the scoring process, validity verification and standard setting activities. The TAC shall be convened to review the results of the pilot test and plans for validity verification and standard setting. The AGENCY or its designee shall have final approval of recommendations resulting from the aforementioned activities.
  - 3.2.3.2 The consultant will develop a standard setting process to advise the AGENCY on setting cut scores for the WEST-E. This process will include standard setting committees for each content area composed of 14-16 members to include representatives of higher and K-12 education. The consultant will be responsible for recruiting members, making all arrangements and covering costs associated with standard setting.
- 3.2.4 Maintenance of Effectiveness**
  - 3.2.4.1 Within in one week following each administration, the consultant will provide a report of test irregularities, administration problems or other unusual circumstances involving the WEST-E.
  - 3.2.4.2 After each administration, the consultant will provide a Technical Report summarizing the major characteristics of the administration and examinee performance.
  - 3.2.4.3 The consultant will maintain a data file of the psychometric performance of all tests items, update this file after each administration and send a report to the AGENCY designee.
  - 3.2.4.4 After each administration, the consultant will equate test forms and prompts across test the administrations and send a report to the AGENCY designee.
  - 3.2.4.5 For each test year, the consultant will provide to the AGENCY designee an annual work plan and schedule which includes major activities planned for administration, scoring, reporting, and producing data files and technical reports.
- 3.2.5 Data Collection and Reporting**
  - 3.2.5.1 By October 15 following each test year, the consultant will provide data files with annual summary reports, pass rate analyses, and other needed technical support appropriate for completion of the legislative report cited in RCW 28A.410.240 (2) and for required Title II, institutional and state reports.

- 3.2.5.2** The consultant will collect and report results data as needed by the AGENCY for on-going policy development and program improvement.
- 3.2.6 Operations**
- 3.2.6.1** The consultant will implement state-of-the-art security and confidentiality of: content, materials (including retention, storage and destruction), administration sites, personnel, and records/data files. The AGENCY designee will be notified immediately of any suspected or actual breaches in the above procedures. The consultant will develop a manual that describes the aforementioned procedures.
- 3.2.6.2** The consultant will ensure the use of standardized procedures across all test administrations.
- 3.2.6.3** The consultant will provide a minimum of seven test administrations at ten sites in Washington. Both Saturday and mid-week administrations will be available. The sites will be located near the major institutions with teacher preparation programs. The administration of the WEST-B and the WEST-E will not occur on the same dates.
- 3.2.7 Fee Structure**
- 3.2.7.1** RCW 28A.410.220 authorizes the Agency to establish fees for the WEST-E to be paid directly to the contractor. The consultant will develop a cost-effective schedule for registration, test fees, additional score reports and diagnostic services that would assist a repeat test taker.
- 3.2.7.2** The consultant will describe and implement procedures for providing fee waivers/vouchers and refunding fees.
- 3.2.8 Comprehensive Communication and Information Dissemination**
- 3.2.8.1** The consultant will provide a state-of-the-art comprehensive communication and information dissemination system that includes website with online registration, email, toll-free automated phone lines, toll-free staffed phone lines, annually distributed printed materials, workshops for the faculty and staff of the teacher preparation programs, and initial and continuing training for test site personnel.
- 3.2.8.2** The state-of-the-art comprehensive communication and information dissemination system will be available seven days a week 8 a.m. to 5 p.m. Pacific time.
- 3.2.8.3** The consultant will provide a downloadable registration form available for registration by US mail.
- 3.2.8.4** The consultant will provide downloadable, no-cost study guides and sample tests on the website.
- 3.2.8.5** The consultant will provide diagnostic services for repeat test takers.
- 3.2.9 Administration**
- 3.2.9.1** The consultant will implement policies, procedures and utilize state-of-the-art technology to ensure courteous, accurate, efficient operations as well as secure and standardized test administrations. The consultant will make all arrangements and conduct all activities necessary for the administration of the WEST-E.
- 3.2.10 Scoring & Reporting**
- 3.2.10.1** Following the test administration, the consultant will accurately and reliably score and report to the examinees, colleges and universities, the ESDs, the PESB, and the OSPI Office of Professional Education and Certification. The consultant will describe in detail the quality control and security procedures employed for scoring and reporting.
- 3.2.10.2** The examinee's score report will include the examinee's performance for each content category, the composite score and as well as diagnostic information.
- 3.2.10.3** The score reporting to the colleges and universities, the ESDs, the PESB, and the OSPI Office of Professional Education and Certification will be available in a user-friendly, state-of-the-art electronic format.
- 3.2.10.4** The consultant will send score reports requested by the examinee to a maximum of three colleges and universities at no charge. The consultant will send such score reports to the examinees within one week of mailing the individual score reports. The report will include information about each examinee and summary information about all examinees at that institution and statewide. The report will be provided in hard copy and/or user-friendly electronic format depending on the preferences of the institution.
- 3.2.11 Alternative Arrangements**

- 3.2.11.1 The consultant will provide and efficiently communicate alternative testing arrangements for registrants who need accommodations due to a disability or for whom testing on a Saturday is precluded by their religious beliefs.

**3.2.12 Customer Service**

- 3.2.12.1 The consultant will provide standards, guidelines and operating procedures for quality customer service.
- 3.2.12.2 The customer services available will be staffed five days a week, 8 a.m. to 5 p.m. Pacific time.
- 3.2.12.3 The consultant will establish a progressive problem resolution process with a toll-free line for each stakeholder group to include the examinees, the colleges and universities, the ESDs, the Office of Professional Education and Certification and the PESB.
- 3.2.12.4 The consultant will develop a customer satisfaction survey that is randomly administered throughout the course of the contract.

**3.2.13 Optional Alternative Proposals**

- 3.2.13.1 The consultant may provide an optional alternative proposal that includes a description of costs and operations of computerized assessments.
- 3.2.13.2 The consultant may provide an optional alternative proposal for conducting comparability studies with the elementary education endorsement exams in the California Subject Examinations for Teachers (CSET) and Oregon Educator Licensure Assessments (ORELA) for purposes of reciprocity.

**3.3 MANAGEMENT PROPOSAL**

**3.3.1 Project Management (SCORED/MANDATORY)**

- 3.3.1.1 **Project Team Structure/Internal Controls** - Provide a description of the proposed project team structure and internal controls to be used during the course of the WEST-E program, including any subconsultants. Provide an organizational chart of your firm indicating lines of authority for personnel involved in performance of this potential contract and relationships of this staff to other programs or functions of the firm. This chart must also show lines of authority to the next senior level of management.

Consultant must specify one person who will be the Project Director and contact for the WEST-E project. Board will have final approval of the Project Director. The Project Director shall have authority and responsibility for overall quality control of the entire WEST-E project from Contractor's side including follow-through on all tasks, including those assigned to other managers, subcontractors, and consultants. The Project Director's responsibilities will include all oral or written correspondence to task managers, subcontractors, and consultants, as well as, timely completion of all activities for which Contractor is responsible. Because of the scope and complexity of the WEST-E, the Project Director must be readily available to respond to questions or issues as they arise. The Contractor's Project Director must be able to provide same day response to telephone contacts from AGENCY Program Director, Teacher Assessments and contactable by pager and/or cell phone.

The proposed Project Director must have the authority necessary to coordinate and establish work priorities for all Contractor (and subcontractor, if applicable) personnel and activities associated with the WEST-E. Stability in the Project Director's role is essential, but Board reserves the right to require a change in Project Director in the event of substantial unsatisfactory performance. Any subsequent changes in Project Director contemplated by Contractor must be reviewed and approved in consultation with the Board.

- 3.3.1.2 **Staff Qualifications/Experience** – Identify staff, including subconsultants, who will be assigned to the potential contract, indicating the responsibilities and qualifications of such personnel, and include the amount of time each will be assigned to the project. Include background, expertise, and assignment of all personnel who will be primarily responsible for the WEST-E project. The Consultant must commit that staff identified in its proposal will actually perform the assigned work. Any staff substitution must have the prior approval of the AGENCY.

**3.3.2 Experience of the Consultant (SCORED/MANDATORY)**

- 3.3.2.1 Indicate the experience the Consultant and any subconsultants have in designing, implementing and administering valid, reliable and relevant teacher licensure tests that are specifically aligned with state standards. The Consultant must demonstrate that content editors assigned to the project are qualified for their specific roles and have current understanding of standards-based assessments, current understanding in the content area they represent.
- 3.3.2.2 Indicate other relevant experience that indicates the qualifications of the Consultant, and any subconsultants, for the performance of the potential contract.
- 3.3.2.3 Include a list of contracts the Consultant has had during the last five years that relate to the Consultant's ability to perform the services needed under this RFP. List contract reference numbers, contract period of performance, contact persons, telephone numbers, and fax numbers/e-mail addresses.
- 3.3.3 **References (SCORED/MANDATORY)**  
List names, addresses, telephone numbers, and fax numbers/e-mail addresses of five business references for whom work has been accomplished and briefly describe the type of service provided. The Consultant and staff proposed to provide the services must grant permission to the AGENCY to contact references, and others for whom services have been provided. Do not include current AGENCY staff as references. References will be contacted and scored for the top-ranking proposal(s) only.
- 3.3.4 **Related Information (MANDATORY)**
  - 3.3.4.1 If the Consultant or any subconsultant contracted with the state of Washington during the past 24 months, indicate the name of the agency, the contract number and project description and/or other information available to identify the contract.
  - 3.3.4.2 If the Consultant's staff or subconsultant's staff was an employee of the state of Washington during the past 24 months, or is currently a Washington State employee, identify the individual by name, the agency previously or currently employed by, job title or position held and separation date.
  - 3.3.4.3 If the Consultant has had a contract terminated for default in the last five years, describe such incident. Termination for default is defined as notice to stop performance due to the Consultant's non-performance or poor performance and the issue of performance was either (a) not litigated due to inaction on the part of the Consultant, or (b) litigated and such litigation determined that the Consultant was in default.
  - 3.3.4.4 Submit full details of the terms for default including the other party's name, address, and phone number. Present the Consultant's position on the matter. The AGENCY will evaluate the facts and may, at its sole discretion, reject the proposal on the grounds of the past experience. If no such termination for default has been experienced by the Consultant in the past five years, so indicate.
  - 3.3.4.5 If the Consultant has been named in a class-action lawsuit involving teacher licensure testing in the last five years, describe such incident.
  - 3.3.4.6 Submit full details of the terms and settlement of the class-action lawsuit. Present the Consultant's position on the matter including measures taken to prevent the grounds for the lawsuit occurring in the WEST-E project.

### **3.4 COST PROPOSAL**

Consultants are encouraged to propose the most cost effective means to meet the needs of the WEST-E. The evaluation process is designed to award this procurement not necessarily to the Consultant of least cost, but rather to the Consultant whose proposal best meets the requirements of this RFP. However, Consultants are encouraged to submit proposals that are consistent with State government efforts to conserve state resources.

#### **3.4.1 Identification of Costs (SCORED)**

Identify all costs including expenses to be charged for performing the services necessary to accomplish the objectives of the WEST-E. The Consultant is to submit a fully detailed budget including staff costs, administrative costs, travel costs, and any other expenses necessary to accomplish the tasks and to produce the deliverables under the contract. Costs for subconsultants are to be broken out separately. Please note if any subconsultants are certified by the Office of Minority and Women's Business Enterprises.

The score for the cost proposal will be awarded based on the most cost effective proposal to meet the needs of the WEST-E program.

#### 4. EVALUATION AND CONTRACT AWARD

*ALL MANDATORY REQUIREMENTS MUST BE MET IN ORDER TO BE EVALUATED.*

##### 4.1 EVALUATION PROCEDURE

Responsive proposals will be evaluated strictly in accordance with the requirements stated in this solicitation and any addenda issued. The evaluation of proposals shall be accomplished by an evaluation team that is designated by the AGENCY. It will determine which proposals will receive full consideration by the AGENCY.

The AGENCY, at its sole discretion, may elect to select the top-scoring firms as finalists for an oral presentation. The oral presentation is not included in the weighting and scoring.

##### 4.2 CLARIFICATION OF PROPOSAL

The RFP Coordinator may contact the Consultant for clarification of any portion of the Consultant's proposal

##### 4.3 EVALUATION WEIGHTING AND SCORING

The following weighting and points will be assigned to the proposal for evaluation purposes:

|  |                     |
|--|---------------------|
| Technical Proposal – 38%   | 80 points           |
| Includes: Design, Development, Implementation, Maintenance of Effectiveness, Data Collection & Reporting, Operations, Fee Structure, Comprehensive Communications and Information Dissemination, Administration, Scoring & Reporting, Alternative Arrangements, and Customer Service |                     |
| Project Approach/Methodology   | 15 points (maximum) |
| Quality of Work Plan   | 35 points (maximum) |
| Project Schedule   | 10 points (maximum) |
| Project Deliverables   | 10 points (maximum) |
| Risks.....   | 10 points (maximum) |
| Management Proposal – 29%  | 60 points           |
| Project Team Structure/  |                     |
| Internal Controls  | 15 points (maximum) |
| Staff Qualifications/Experience  | 15 points (maximum) |
| Experience of the Consultant   | 30 points (maximum) |
| Cost Proposal – 33%  | 70 points           |
| <b>Sub-Total for Written Proposal</b>  | <b>210 points</b>   |
| Optional Alternative Proposal #1   | 10 points           |
| Optional Alternative Proposal #2   | 10 points           |
| <b>Sub-Total for Alternative Proposals</b>   | <b>230 points</b>   |
| References [top-scoring consultant(s) only]  | 10 points           |
| <b>GRAND TOTAL</b>   | <b>240 points</b>   |



#### **4.4 ORAL PRESENTATIONS REQUIRED BY FINALISTS**

Written submittals will be utilized in selecting the winning proposal. The AGENCY will select the top scoring finalists from the written evaluation for an oral presentation. Final determination of contract award will follow. The AGENCY will contact the top-scoring firm(s) to schedule the date, time and location. Commitments made by the Consultant at the oral interview, if any, will be considered binding.

#### **4.5 NOTIFICATION TO CONSULTANTS**

Firms whose proposals have not been selected for further negotiation or award will be notified via FAX or by e-mail.

#### **4.6 DEBRIEFING OF UNSUCCESSFULCONSULTANTS**

Upon request, a debriefing conference will be scheduled with an unsuccessful Consultant. The request for a debriefing conference must be received by the RFP Coordinator within three (3) business days after the Notification of Unsuccessful Consultant letter is faxed/e-mailed to the Consultant. The debriefing must be held within three (3) business days of the request.

Discussion will be limited to a critique of the requesting Consultant's proposal. Comparisons between proposals or evaluations of the other proposals will not be allowed. Debriefing conferences may be conducted in person or on the telephone and will be scheduled for a maximum of one hour.

#### **4.7 PROTEST PROCEDURE**

This procedure is available to Consultants who submitted a response to this solicitation document and who have participated in a debriefing conference. Upon completing the debriefing conference, the Consultant is allowed three (3) business days to file a protest of the acquisition with the RFP Coordinator. Protests may be submitted by facsimile, but should be followed by the original document.

Consultants protesting this procurement shall follow the procedures described below. Protests that do not follow these procedures shall not be considered. This protest procedure constitutes the sole administrative remedy available to Consultants under this procurement.

All protests must be in writing and signed by the protesting party or an authorized Agent. The protest must state the grounds for the protest with specific facts and complete statements of the action(s) being protested. A description of the relief or corrective action being requested should also be included. All protests shall be addressed to the RFP Coordinator.

Only protests stipulating an issue of fact concerning the following subjects shall be considered:

- A matter of bias, discrimination or conflict of interest on the part of the evaluator.
- Errors in computing the score.
- Non-compliance with procedures described in the procurement document or AGENCY policy.

Protests not based on procedural matters will not be considered. Protests will be rejected as without merit if they address issues such as: 1) an evaluator's professional judgment on the quality of a proposal, or 2) AGENCY'S assessment of its own and/or other agencies needs or requirements.

Upon receipt of a protest, a protest review will be held by the AGENCY. The AGENCY director or an employee delegated by the Director who was not involved in the procurement will consider the record and all available facts and issue a decision within five business days of receipt of the protest. If additional time is required, the protesting party will be notified of the delay.

In the event a protest may affect the interest of another Consultant that submitted a proposal, such Consultant will be given an opportunity to submit its views and any relevant information on the protest to the RFP Coordinator.

The final determination of the protest shall:

- Find the protest lacking in merit and uphold the AGENCY's action; or
- Find only technical or harmless errors in the AGENCY's acquisition process and determine the AGENCY to be in substantial compliance and reject the protest; or
- Find merit in the protest and provide the AGENCY options which may include:
  - Correct the errors and re-evaluate all proposals, and/or
  - Reissue the solicitation document and begin a new process, or
  - Make other findings and determine other courses of action as appropriate.

If the AGENCY determines that the protest is without merit, the AGENCY will enter into a contract with the apparently successful consultant. If the protest is determined to have merit, one of the alternatives noted in the preceding paragraph will be taken.

## **5. RFP EXHIBITS**

Exhibit A    Certifications and Assurances

Exhibit B    Personal Service Contract Format including General Terms and Conditions (GT&Cs)

## **EXHIBIT A**

### **CERTIFICATIONS AND ASSURANCES**

I/we make the following certifications and assurances as a required element of the proposal to which it is attached, understanding that the truthfulness of the facts affirmed here and the continuing compliance with these requirements are conditions precedent to the award or continuation of the related contract(s):

1. I/we declare that all answers and statements made in the proposal are true and correct.
2. The prices and/or cost data have been determined independently, without consultation, communication, or agreement with others for the purpose of restricting competition. However, I/we may freely join with other persons or organizations for the purpose of presenting a single proposal.
3. The attached proposal is a firm offer for a period of 60 days following receipt, and it may be accepted by the AGENCY without further negotiation (except where obviously required by lack of certainty in key terms) at any time within the 60-day period.
4. In preparing this proposal, I/we have not been assisted by any current or former employee of the state of Washington whose duties relate (or did relate) to this proposal or prospective contract, and who was assisting in other than his or her official, public capacity. (Any exceptions to these assurances are described in full detail on a separate page and attached to this document.)
5. I/we understand that the AGENCY will not reimburse me/us for any costs incurred in the preparation of this proposal. All proposals become the property of the AGENCY, and I/we claim no proprietary right to the ideas, writings, items, or samples, unless so stated in this proposal.
6. Unless otherwise required by law, the prices and/or cost data which have been submitted have not been knowingly disclosed by the Consultant and will not knowingly be disclosed by him/her prior to opening, directly or indirectly to any other Consultant or to any competitor.
7. I/we agree that submission of the attached proposal constitutes acceptance of the solicitation contents and the attached sample contract and general terms and conditions. If there are any exceptions to these terms, I/we have described those exceptions in detail on a page attached to this document.
8. No attempt has been made or will be made by the Consultant to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.
9. I/we grant the AGENCY the right to contact references and others, who may have pertinent information regarding the Consultant's prior experience and ability to perform the services contemplated in this procurement.

## Exhibit B

### **GENERAL TERMS AND CONDITIONS**

1. **Access to Data.** In compliance with chapter 39.29 RCW, the Contractor shall provide access to Washington-specific data generated under this contract to the Superintendent, the Joint Legislative Audit and Review Committee, and the State Auditor at no additional cost. This includes access to Washington-specific information that supports the findings, conclusions, and recommendations of the Contractor's reports.
2. **Alterations and Amendments.** This agreement may be amended only by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.
3. **Americans with Disabilities Act (ADA) of 1990, Public Law 101-336, also referred to as the "ADA" 28 CFR Part 35.** The Contractor must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.
4. **Assignment.** Neither the Superintendent nor the Contractor shall assign this Contract, either in whole or in part, without the prior written consent of the other party, which shall not be unreasonably withheld. Any assignment permitted under this clause does not relieve either party from its duties or obligations under this contract.
5. **Change in Status.** In the event of substantive change in the legal status, organizational structure, or fiscal reporting responsibility of the Contractor, Contractor agrees to notify the Superintendent of the change. Contractor shall provide notice as soon as practicable, but no later than thirty (30) days after such a change takes effect.
6. **Confidentiality.** The Contractor acknowledges that all of the data, material and information which originates from this contract, and the student assessment data, material and information which will come into its possession in connection with performance under this contract, consists of confidential data owned by the Superintendent or confidential personally identifiable data subject to the federal Family Educational Rights and Privacy Act or other privacy laws, and that disclosure to or use by third parties would be damaging. The Contractor, therefore, agrees to hold all such material and information in strictest confidence, not to make use thereof other than for the performance of this contract, to release it only to authorized employees requiring such information in the routine performance of their jobs and not release or disclose it to any other party, except as designated by the testing candidates.
7. **Disputes.** In the event that a dispute arises under this contract, it shall be determined in the following manner: (1) The Superintendent shall appoint a member to the Dispute Board; (2) the Contractor shall appoint a member to the Dispute Board; (3) the Superintendent and the Contractor shall jointly appoint a member to the Dispute Board; (4) the Dispute Board shall evaluate the dispute and make a determination of the dispute; and, the determination of the Dispute Board shall be final and binding on the parties hereto. Payment for such Dispute Board shall be determined by the Board as a component of its final decision.

As alternatives to the above Dispute Board process: (1) if the dispute is between two or more state agencies, any one of the agencies may request intervention by the Governor, as provided by 43.17.330 RCW, in which event the Governor's process shall control; and, (2) if the dispute is between a non-state agency and another state agency or non-state agency party to this contract, all the disputing parties may mutually agree to mediation prior to submitting the dispute to a Dispute Board in the event the dispute is not resolved pursuant to mediation within an agreed upon time period.

8. **Entire Agreement.** This written contract constitutes the mutual agreement of the Contractor and the Superintendent in whole. No alteration or variation of the terms of this contract and no oral understandings or agreements not incorporated herein shall be binding.
9. **Ethical Conduct.** Neither the Contractor nor any employee or agent of the Contractor shall participate in the performance of any duty or service in whole or part under this contract in violation of, or in a manner that violates any provision of the Ethics in Public Service law at chapter 42.52 RCW, RCW 42.17.130 and 41.06.250 prohibiting the use of public resources for political purposes.
10. **Governing Law.** This contract shall be construed and interpreted in accordance with the laws of the State of Washington and the venue of any action brought hereunder shall be in Superior Court for Thurston County.
11. **Indemnification.** Each party to this agreement shall be responsible for its own acts and/or omissions and those of its officers, employees and agents. No party to this agreement shall be responsible for the acts and/or omissions of entities or individuals not a party to this agreement.
12. **Independent Capacity.** The parties intend that an independent contractor relationship will be created by this contract. The Contractor and his/her employees or agents performing under this contract are not employees or agents of the Superintendent. The Contractor will not hold himself/herself out as nor claim to be an officer or employee of the Superintendent or of the state of Washington by reason hereof, nor will the contractor make any claim or right, privilege, or benefit which would accrue to such employee under law. Conduct and control of the work will be solely with the Contractor.
13. **Non-Discrimination.** The Contractor shall comply with all the federal and state non-discrimination laws, regulations and policies, which are otherwise applicable to the Superintendent. Accordingly, no person shall, on the ground of race, creed, color, national origin, sex, marital status, or the presence of any sensory, mental, or physical disability, be unlawfully excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any activity performed by the Contractor and its agents under this contract. The Contractor shall notify the Superintendent immediately of any allegations, claims, disputes, or challenges made against it under the Americans with Disabilities Act. In the event of the Contractor's noncompliance or refusal to comply with this nondiscrimination provision, this contract may be rescinded, cancelled or terminated in whole or part, and the Contractor may be declared ineligible for further contracts with the Superintendent.
14. **Records, Documentation and Reports.** The Contractor shall maintain complete program-specific records relating to this contract and complete records documenting the services rendered under the contract, including all books, records, documents, magnetic media, receipts, invoices, and all other evidence of accounting procedures and practices which reflect costs associated with testing in Washington. These records shall be subject to all reasonable times to inspection, review, or audit by personnel duly authorized by the Superintendent, the Office of the State Auditor, and state and federal officials so authorized by law, rule, regulation, or agreement. The Contractor will retain all candidate score history for seven (7) years and make them available for inspection by persons authorized under this provision during routine office hours and at the Superintendent's expense. Used test books and answer sheets are not retained more than 18 months following an administration.

If any litigation, claim or audit is started before the expiration of the seven (7) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.
15. **Right of Inspection.** The contractor shall provide right of access to its facilities to the Superintendent or any of its officers at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this contract on behalf of the

Superintendent. All inspections and evaluations shall be performed in such a manner that will not unduly interfere with the Contractor's business or work hereunder.

16. **Severability.** If any provision of this contract or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect other provisions of this contract which can be given effect without the invalid provision, and to this end the provisions of this contract are declared to be severable.
17. **Subcontracting.** Neither the Contractor nor any subcontractor shall enter into subcontracts for any of the work contemplated under this contract without obtaining prior written approval of the Superintendent. In no event shall the existence of the subcontract operate to release or reduce liability of the Contractor to the Superintendent for any breach in the performance of the Contractor's duties. This clause does not include contracts of employment between the Contractor and personnel assigned to work under this contract.
18. **Termination for Convenience.** Except as otherwise provided in this contract, the Superintendent or Superintendent's Designee may, by ninety (90) days written notice, beginning on the second day after the mailing, terminate this contract in whole or in part. The notice shall specify the date of termination and shall be conclusively deemed to have been delivered to and received by the Contractor as of midnight the second day of mailing in the absence of proof of actual delivery to and receipt by the Contractor. If this contract is so terminated, the Superintendent shall be liable only for payment required under the terms of the contract for services rendered or goods delivered prior to the effective date of termination.
19. **Termination for Default.** The Superintendent or Superintendent's Designee may terminate this contract for default, in whole or in part, by written notice to the Contractor if the Superintendent has a reasonable basis to believe that the Contractor has:
  - a. Failed to meet or maintain any requirement for contracting with the Superintendent;
  - b. Failed to perform under, or otherwise breached, any term or condition of this contract; and/or
  - c. Violated any applicable law or regulation.

In such event, the Contractor shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original contract and the replacement contract, e.g., cost of the competitive bidding, mailing, advertising and staff time; provided that if (i) it is determined for any reason the Contractor was not in default, or (ii) the Contractor's failure to perform is without Contractor's and/or subcontractor's control, fault or negligence, then the termination shall be deemed a "Termination for Convenience."

20. **Termination Procedure.** Upon termination of this contract the Superintendent, in addition to other rights provided in this contract, may require the Contractor to deliver to the Superintendent any property specifically produced or acquired for the performance of such part of this agreement as has been terminated.

The rights and remedies of the Superintendent provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law under this contract.

After receipt of a notice of termination, and except as otherwise directed by the Superintendent, the Contractor shall:

1. Stop work under this contract on the date and to the extent specified, in the notice;
2. Place no further orders or subcontractors for materials, services or facilities except as may be necessary for completion of such portion of the work under the contract this is not terminated;

3. Assign to the Superintendent, in the manner, at the times, and to the extent directed by the Superintendent, all rights, title, and interest of the Contractor under the orders and subcontracts in which case the Superintendent has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
4. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Superintendent to the extent the Superintendent may require, which approval or ratification shall be final for all the purposes of this clause;
5. Transfer title to the Superintendent and deliver, in the manner, at the times and to the extent as directed by the Superintendent, any property which, if the contract had been completed, would have been required to be furnished to the Superintendent;
6. Complete performance of such part of the work not terminated by the Superintendent; and
7. Take such action as may be necessary, or as the Superintendent may direct, for the protection and preservation of the property related to this agreement which, in is in the possession of the Contractor and in which the Superintendent has or may acquire an interest.

*Note: If submitted electronically, include the following:*

*On behalf of the firm submitting this proposal, my name below attests to the accuracy of the above statements.*

---

Signature of Consultant

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Title

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Date